

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF TEXAS  
GALVESTON DIVISION

RYAN MARINES SERVICES, INC.	§	
	§	
Plaintiff	§	
	§	C. A. NO. 3:20-
	§	
VS.	§	ADMIRALTY
	§	
M/V DONNA BOUCHARD, M/V KIM	§	RULE 9 (H) , F.R.C.P.
BOUCHARD AND M/V DANIELLE	§	
BOUCHARD, their engines, tackle,	§	
appurtenances, etc., <i>in rem</i> , and	§	
BOUCHARD TRANSPORTATION CO., INC.,	§	
<i>in personam</i> .	§	
	§	
Defendants	§	

**VERIFIED COMPLAINT**

TO THE HONORABLE UNITED STATES DISTRICT JUDGES FOR  
THE SOUTHERN DISTRICT OF TEXAS, GALVESTON DIVISION:

COMES NOW plaintiff Ryan Marines Services, Inc., sometimes referred to herein as “Plaintiff or Ryan Marine” complaining of the defendants M/V DONNA BOUCHARD, M/V KIM BOUCHARD and M/V DANIELLE BOUCHARD, their engines, tackle, appurtenances, etc., *in rem* and Bouchard Transportation Co., Inc, *in personam*, and would as its causes of action allege as follows:

1. This is a case within the Court’s admiralty and maritime jurisdiction, 28 U.S.C., § 1333, being filed pursuant to Rule 9(h) of the Federal Rules of Civil Procedure.
2. Plaintiff is a corporation organized and existing under the laws of the State of Texas with its offices and principal place of business in Galveston, Texas. At all time material hereto this

plaintiff was engaged and is engaged in the business of providing launch and other services and necessities to the *in rem* defendant vessels and their owners and/or operators Bouchard Transportation Co. Inc.

3. Plaintiff brings this action to collect the monies due for the breach of contracts and for unpaid invoices related to each of the vessels identified herein for services and necessities were provided and rendered by Plaintiff to the *in rem* and *in personam* defendant as well as to enforce their maritime liens against the respective vessels for which such services and necessities were provided and rendered.

4. Each of the *in rem* defendants are currently or may soon be within the jurisdiction and the jurisdiction of this Court where each and every one of same may be seized and arrested by the U.S. Marshal..

5. Bouchard Transportation Co., Inc. is and was, at all times material hereto, the owner and/or operator of the three identified by vessels. Subject to the provisions of what is commonly known as the Texas Long Arm Statute and, pursuant to Section 17.091 of the Texas Civil Practice and Remedies Code, has appointed the Secretary of State of Texas, James Earl Rudder Building, 1019 Brazos Street, Austin, Texas 78701 as its statutory agent for service of process. The last known mailing address for said defendant is 58 South Service Road Suite 150, Melville, New York 11747.

6. Commencing on or about April 4, 2019, defendant and those authorized to act on behalf of the identified vessels requested that plaintiff provide services and necessities to the respective vessels based on plaintiff's as agreed at the charges for such services which are generally known as launch services being the transportation of crew, passengers and equipment to the respective vessels in furtherance of each vessel's mission. Details as to the actual services and

necessaries performed for each vessel are set out in the invoices and supporting documents attached hereto as Exhibit "A" and incorporated herein by this reference as though set out verbatim..

7. Plaintiff submitted invoices totaling \$36,356.25, which are part of Exhibit "A" for each trip made by plaintiff to each vessel, a summary of which would be as follows:

M/V DONNA BOUCHARD	\$ 6,312.50
M/V KIM BOUCHARD	\$ 2,737.50
M/V DANIELLE BOUCHARD	\$ 26,306.25

Plaintiff seeks to recover such sums respectively from defendants and to enforce any maritime lien it might have against said vessel and/or any other lien as provided by the as provided by the laws of the United States or the State of Texas. .

8. As to each respective vessel and defendant, due demand has been made and disregarded and the amounts shown are unpaid, due and owing.

9. Plaintiff further seeks to recover from defendant interest as legally permitted, both pre- and post-judgment at the highest rate allowable by law.

10. As a result of defendants' breaches of contractual agreement and non-payment of the charges due and owing, plaintiff has been forced to retain counsel and thus plaintiff seeks reimbursement of all reasonable and necessary attorneys' fees and expenses incurred by it resulting from said breaches. Plaintiff is entitled to recover reasonable and necessary attorneys' fees as set out in the contractual documents and under applicable statutes including but not limited to Texas Civil Practice & Remedies Code chapter 38. In regard to such statute recovery is appropriate because this is a suit upon a written contract which is listed in § 38.001(8) and plaintiff was forced to retain counsel who duly presented its claims.

WHEREFORE, plaintiffs pray:

- a. That summons in due form of law, according to the practice of this Honorable Court against the *in personam* defendant requiring defendant to appear and answer the allegations herein;
- b. That as appropriate, warrants of arrest of seizure be issued and served on the *in rem* defendants requiring such be taken into the custody of the U.S. Marshal; that in due course the vessels be condemned and sold to satisfy any judgment entered;
- c. That judgment be entered in favor of plaintiff against the defendants for the amounts pleaded herein above as well as attorney's fees, together with interest and the costs and disbursements incurred and
- d. That this Honorable Court will grant to plaintiff such other and further relief as may be just and proper.

Respectfully submitted,

/s/William H. Seele

WILLIAM H. SEELE

Admission I.D. No. 3347

Texas State Bar No. 17979700

E-mail: wseele@julianandseele.com

1220 Blalock Road, Suite 160

Houston, Texas 77055-6473

Telephone: 713 464 1336

Telefax : 713 464 1283

OF COUNSEL:

Julian & Seele, P.C.

Attorney-in-Charge for Plaintiff